UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 1

IN THE MATTER OF:

John J Riley Site
Woburn, Middlesex County, Massachusetts

Organix, LLC,

Respondent

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION

U.S. EPA Region 1
CERCLA Docket No. 01-2006-0096

Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Organix, LLC ("Respondent"). This Settlement Agreement provides for the performance of a removal action by Respondent and the reimbursement of certain response costs incurred by the United States at or in connection with the property located at 240 Salem Street in Woburn, Middlesex County, Massachusetts, a portion of the John J Riley Removal Site.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

3. EPA has notified the Commonwealth of Massachusetts (the "Commonwealth") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondent recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Settlement Agreement. Respondent agrees to comply with and be bound by the terms of this Settlement Agreement and further agrees that it will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this Settlement Agreement.

6. Respondent shall ensure that its contractors, subcontractors and representatives receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Respondent shall be responsible for any noncompliance with this Settlement Agreement.

III. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are

used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Site signed on June 20, 2006, by the Regional Administrator, EPA Region 1, or his/her delegate, and all attachments thereto. The "Action Memorandum" is attached as Appendix A.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXX.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "MassDEP" shall mean the Massachusetts Department of Environmental Protection and any successor departments or agencies of the State.

g. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 22 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 32 (emergency response), and Paragraph 57 (work takeover).

h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

j. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

k. "Parties" shall mean EPA and Respondent.

l. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

m. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

n. "Settlement Agreement" shall mean this Administrative Settlement and Order on Consent and all appendices attached hereto (listed in Section XXIX). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

o. "Site" shall mean the John J Riley Superfund Removal Site, encompassing approximately 15.8 acres, located at 228-240 Salem Street in Woburn, Middlesex County, Massachusetts and depicted generally on the map attached as Appendix B.

p. "State" shall mean the Commonwealth of Massachusetts.

q. "Statement of Work" or "SOW" shall mean the statement and description of work activities as set forth in the Revised Scope of Work Deliverable dated June 12, 2006, attached hereto as Appendix C to this Settlement Agreement, and any modifications made thereto in accordance with this Settlement Agreement.

r. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous material" under 310 CMR 40.0000 (Massachusetts Contingency Plan).

s. "Work" shall mean all activities Respondent is required to perform at that portion of the Site that is currently owned by Organix, LLC, located at 240 Salem Street, Woburn, Middlesex County, Massachusetts, and defined in Book 1178, Page 191 at the Middlesex County Registry of Deeds, under this Settlement Agreement.

IV. FINDINGS OF FACT

8. The facts of the case are as follows:

a. The Site is located in a mixed residential, commercial, and industrial area of Woburn and is the former location of the Riley Tannery.

b. The Site is bounded by Wildwood Avenue to the west, Salem Street to the south, railroad tracks to the east, and other commercial properties to the north. Geographic coordinates are 42° 29' 25.32" north and 71° 8' 3.12" west.

c. On August 11, 2005, EPA and MassDEP conducted a joint site investigation which included the collection of surface soils.

d. These samples, which were analyzed at EPA's New England Regional Laboratory, documented the presence of chromium contamination in surface soils up to 86,000 mg/kg..

e. The Site investigation documented evidence of unauthorized access to the Site, including, a hole cut in a chain-link fence and a worn footpath through the contaminated area.

f. According to the 2000 census, 10,256 people live within one mile, and 80 people live within ¼ mile. Five schools are located within one mile.

g. The Action Memorandum made a finding of endangerment based on the chromium contamination present, which poses a direct contact threat to local residents and those who may enter the Site, as well as a threat of downgradient migration.

h. The property at the Site on which the chromium contamination is located is defined in Book 1178, Page 191 at the Middlesex County Registry of Deeds and is currently owned by Organix, LLC.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

9. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. The Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes a "hazardous substance" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

e. Respondent is an "owner" and/or "operator" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 07(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

f. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C.§ 9601(22).

g. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be considered consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

10. Respondent has notified EPA that it has retained Rizzo Associates to perform the Work. Respondent shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least seven days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent. If EPA disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within seven days of EPA's disapproval.

11. Respondent has designated Ron Myrick of Rizzo Associates as the Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Settlement Agreement. To the greatest extent possible, the Project Coordinator shall be present on Site or otherwise be readily available during performance of the Work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within five days following EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Respondent.

12. EPA has designated Frank Gardner of the Emergency Planning and Response Branch, Region 1, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Settlement Agreement, Respondent shall direct all submissions required by this Settlement Agreement to the OSC at 1 Congress Street, Suite 1100, Mailcode HBR, Boston, MA 02114.

13. EPA and Respondent shall have the right, subject to Paragraph 11, to change their respective designated OSC or Project Coordinator. Respondent shall notify EPA seven days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

14. Respondent shall perform, at a minimum, all actions necessary to implement the Removal Action authorized by the Action Memorandum and as described by the Statement of Work. The actions to be implemented generally include, but are not limited to, the following: soil excavation or covering in-place of the exposed contaminated soils (or some combination of these), stabilization of the slopes of a swale to prevent further erosion, off-site disposal of cleanup-generated wastes, and repairs to and/or restoration of areas of the site that may be damaged in the course of the Removal Action.

15. Work Plan and Implementation.

a. Respondent has submitted a work plan for the project entitled "Revised Scope of Work deliverable," dated June 12, 2006 ("Scope of Work") (see Appendix C). The delineation and description of the work activities set forth in the Scope of Work are hereby approved as the Statement of Work for the implementation of this Removal Action, and as such are incorporated into and are fully enforceable under this Settlement Agreement. Respondent shall implement this work plan in accordance with a schedule approved by EPA. EPA reserves the right to require further modification of the work plan and the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement. Other than concerning this Settlement Agreement and the implementation of the Removal Action, nothing herein should be construed as approval by EPA of the Scope of Work for any other purpose, including satisfaction of any requirements of MassDEP or the Commonwealth pursuant to Mass. Gen. Laws c. 21E or the Massachusetts Contingency Plan.

b. Respondent shall not commence any Work except in conformance with the terms of this Settlement Agreement.

16. Health and Safety Plan. Respondent has submitted for EPA review and comment a plan dated June 12, 2006, to ensure the protection of the public health and safety during performance of on-Site work under this Settlement Agreement. The standards for preparation of this plan include EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. Respondent shall

incorporate all changes to the plan requested by EPA and shall implement the plan during the pendency of the removal action.

17. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondent shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by EPA, Respondent shall have such a laboratory analyze samples submitted by EPA for QA monitoring. Respondent shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by EPA, Respondent shall allow EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify EPA not less than seven days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

18. Reporting.

a. By the 10th day of each month, Respondent shall submit a written monthly progress report to EPA concerning actions undertaken pursuant to this Settlement Agreement during the previous month until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondent shall submit two copies of all plans, reports or other submissions required by this Settlement Agreement, or any approved work plan. Upon request by EPA, Respondent shall submit such documents in electronic form.

c. Respondent shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to EPA of the proposed conveyance, including the name and address of the transferee. Respondent also agrees to require that its successors comply with the immediately proceeding sentence and Sections IX (Site Access) and X (Access to Information).

19. Final Report. Within 60 days after completion of all Work required by this Settlement Agreement, Respondent shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (*e.g.*, manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

20. Off-Site Shipments.

a. Respondent shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondent shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondent shall notify the state in which the planned receiving facility is located of major changes in the

shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the removal action. Respondent shall provide the information required by Paragraph 21(a) and 21(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondent shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondent shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

21. Respondent shall, commencing on the Effective Date, provide EPA, and its representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

22. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access agreements within 21 days after the Effective Date, or as otherwise specified in writing by the OSC. Respondent shall immediately notify EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing their efforts to obtain access. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate. Respondent shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

23. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

24. Respondent shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts,

reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to EPA, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

25. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

26. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondent asserts such a privilege in lieu of providing documents, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

27. No claim of confidentiality shall be made by Respondent with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

28. Until ten years after Respondent's receipt of EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until ten years after Respondent's receipt of EPA's notification pursuant to Section XXVIII (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

29. At the conclusion of this document retention period, Respondent shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Respondent shall deliver any such records or documents to EPA. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

30. Respondent hereby certifies that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

31. Respondent shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

32. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

33. In addition, in the event of any release of a hazardous substance from its portion of the Site, Respondent shall immediately notify the OSC at 617-680-4836 and the National Response Center at 800-424-8802. Respondent shall submit a written report to EPA within seven days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq*.

XIV. AUTHORITY OF ON-SCENE COORDINATOR

34. The OSC shall be responsible for overseeing Respondent's implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

35. Payments for Future Response Costs.

a. Respondent shall pay EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondent a bill requiring payment that includes a cost summary, that shows direct and indirect costs incurred by EPA and its contractors. Respondent shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 37 of this Settlement Agreement.

b. Respondent shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party(ies) making payment and EPA Site/Spill ID number 01DE. Respondent shall send the check(s) to:

EPA Region 1
P.O. Box 360197M
Pittsburgh, PA 15251

c. At the time of payment, Respondent shall send notice that payment has been made to Sharon Fennelly, Enforcement Coordinator, USEPA Region 1 (HBR), 1 Congress Street, Suite 1100, Boston, MA 02114-2023.

d. The total amount to be paid by Respondent pursuant to Paragraph 35(a) shall be deposited in the EPA Hazardous Substance Superfund.

36. In the event that the payments for Future Response Costs are not made within 30 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

37. Respondent may dispute all or part of a bill for Future Response Costs submitted under this Settlement Agreement, if Respondent allege that EPA has made an accounting error, or if Respondent alleges that a cost item is inconsistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs to EPA as specified in Paragraph 35 on or before the due date. Within the same time period, Respondent shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondent shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 35(c) above. Respondent shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 14 days after the dispute is resolved.

XVI. DISPUTE RESOLUTION

38. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

39. If Respondent objects to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, it shall notify EPA in writing of its objection(s) within 14 days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondent shall have 45 days from EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

40. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Branch Chief level or higher will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondent's obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall

fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

41. Respondent agrees to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Respondent, or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work, increased cost of performance, or a failure to attain performance standards/action levels set forth in the Action Memorandum.

42. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondent shall notify EPA orally within 36 hours of when Respondent first knew that the event might cause a delay. Within three days thereafter, Respondent shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a *force majeure* event if it intend to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

43. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

44. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 45 and 46 for failure to comply with the requirements of this Settlement Agreement

specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by Respondent shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

45. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 45(b):

Penalty Per Violation Per Day	Period of Noncompliance
$500.00	1st through 14th day
$1,000.00	15th through 30th day
$2,000.00	31st day and beyond

b. Compliance Milestones

- Commence Work per approved schedule
- Prepare Final Report within 60 days of completion of Work
- Other deadlines as set forth in the work plan, including any modifications

46. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents not listed as a Compliance Milestone above:

Penalty Per Violation Per Day	Period of Noncompliance
$200.00	1st through 14th day
$300.00	15th through 30th day
$400.00	31st day and beyond

47. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 57 of Section XX, Respondent shall be liable for a stipulated penalty in the amount of $7,500.

48. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; and 2) with respect to a decision by the EPA Management Official at the Branch Chief level or higher, under Paragraph 40 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the

Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

49. Following EPA's determination that Respondent has failed to comply with a requirement of this Settlement Agreement, EPA may give Respondent written notification of the failure and describe the noncompliance. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondent of a violation.

50. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Respondent's receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed EPA Region 1, P.O. Box 360197M, Pittsburgh, PA 15251, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number 01DE, the EPA Docket Number 01-2006-0096, and the name and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to Sharon Fennelly, Enforcement Coordinator, USEPA Region 1 (HBR), 1 Congress Street, Suite 1100, Boston, MA 02114-2023.

51. The payment of penalties shall not alter in any way Respondent's obligation to complete performance of the Work required under this Settlement Agreement.

52. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

53. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 50. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XX, Paragraph 57. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XIX. COVENANT NOT TO SUE BY EPA

54. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

55. Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

56. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondent to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definitions of Future Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

57. Work Takeover. In the event EPA determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in their performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANT NOT TO SUE BY RESPONDENT

58. Respondent covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, or this Settlement Agreement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Massachusetts Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 60 (Waiver of Claims), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 56(b), (c), and (e) - (g), but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

59. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

60. Respondent agrees not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondent with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if

a. the materials contributed by such person to the Site containing hazardous substances did not exceed the greater of i) 0.002% of the total volume of waste at the Site, or ii) 110 gallons of liquid materials or 200 pounds of solid materials.

b. This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XXII. OTHER CLAIMS

61. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

62. Except as expressly provided in Section XXI, Paragraph 60 (De Micromis Waivers) and Section XIX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

63. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION

64. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and

9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs.

b. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondent has, as of the Effective Date, resolved its liability to the United States for the Work and Future Response Costs.

c. Except as provided in Section XXI, Paragraph 60, of this Settlement Agreement (Non-exempt De Micromis Waiver), nothing in this Settlement Agreement precludes the United States or Respondent from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing herein diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. 9613(f)(2)-(3), to purse any such persons to obtain additional response costs or response action and to enter into settlement agreements that give rise to contribution protection pursuant to Section 113(f)(2).

XXIV. INDEMNIFICATION

65. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Settlement Agreement. Neither Respondent nor any such contractor shall be considered an agent of the United States.

66. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

67. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between

Respondent and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

68. At least seven days prior to commencing any on-Site work under this Settlement Agreement, Respondent shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of $1,000,000.00, combined single limit. Within the same time period, Respondent shall provide EPA with certificates of such insurance and a copy of each insurance policy. In addition, for the duration of the Settlement Agreement, Respondent shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Settlement Agreement. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. MODIFICATIONS

69. The OSC may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

70. If Respondent seeks permission to deviate from any approved work plan or schedule, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 69.

71. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVII. ADDITIONAL REMOVAL ACTION

72. If EPA determines that additional removal actions not included in an approved plan are necessary to protect public health, welfare, or the environment, EPA will notify Respondent of that determination. Unless otherwise stated by EPA, within 30 days of receipt of notice from EPA that additional removal actions are necessary to protect public health, welfare, or the environment, Respondent shall submit for approval by EPA a work plan for the additional

removal actions. The plan shall conform to the applicable requirements of Section VIII (Work to Be Performed) of this Settlement Agreement. Upon EPA's approval of the plan pursuant to Section VIII, Respondent shall implement the plan for additional removal actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the OSC's authority to make oral modifications to any plan or schedule pursuant to Section XXVI (Modifications).

XXVIII. NOTICE OF COMPLETION OF WORK

73. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including payment of Future Response Costs and records retention, EPA will provide written notice to Respondent. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the work plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved work plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified work plan shall be a violation of this Settlement Agreement.

XXIX. SEVERABILITY/INTEGRATION/APPENDICES

74. If a court issues an order that invalidates any provision of this Settlement Agreement or finds that Respondent have sufficient cause not to comply with one or more provisions of this Settlement Agreement, Respondent shall remain bound to comply with all provisions of this Settlement Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

75. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

Appendix A – Action Memorandum dated June 20, 2006
Appendix B – Site Map
Appendix C – Statement of Work

XXX. EFFECTIVE DATE

76. This Settlement Agreement shall be effective four days after the Settlement Agreement is signed by the Regional Administrator or his/her delegate.

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind Respondent to this document.

Agreed this 29th day of June, 2006.

For Respondent, Organix, LLC,

By: Peter Nelligan

Title: Member

It is so ORDERED and Agreed this 30th day of June, 2006.

By: Susan Studlien
Susan Studlien
Director, Office of Site Remediation and Restoration
Region I – New England
U.S. Environmental Protection Agency

APPENDIX A

ACTION MEMORANDUM

John J Riley Superfund Site

Woburn, Massachusetts

Pursuant to the

ADMINISTRATIVE SETTLEMENT AGREEMENT AND
ORDER ON CONSENT FOR REMOVAL ACTION

CERCLA Docket No. 01-2006-0096

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
1 CONGRESS STREET, SUITE 1100
BOSTON, MASSACHUSETTS 02114-2023

CONTAINS ENFORCEMENT-SENSITIVE INFORMATION

MEMORANDUM

DATE: June 15, 2006

SUBJ: Request for a Removal Action at the John J Riley Site, Woburn, Middlesex County, Massachusetts - **Action Memorandum**

FROM: Frank Gardner, On-Scene Coordinator
Emergency Response and Removal Section II

THRU: Steven R. Novick, Chief
Emergency Response and Removal Section II

Arthur V. Johnson III, Chief
Emergency Planning & Response Branch

TO: Susan Studlien, Director
Office of Site Remediation and Restoration

I. PURPOSE

The purpose of this Action Memorandum is to request and document approval of the proposed removal action at the John J Riley Site, (the Site), which is located at 228 Salem Street in Woburn, Middlesex County, Massachusetts. Hazardous substances present in surface soils at the Site, if not addressed by implementing the response actions selected in this Action Memorandum, will continue to pose a threat to human health and the environment. There are no nationally significant or precedent-setting issues associated with this Site, and there has been no use of the OSC's $200,000 warrant authority. A potentially responsible party (PRP), site owner Organix, LLC, has indicated its willingness to perform the removal action under an Administrative Order on Consent (AOC).

II. SITE CONDITIONS AND BACKGROUND

CERCLIS ID# : MAD001035872
SITE ID# : 01DE
CATEGORY : Time Critical

4. Release or threatened release into the environment of a hazardous substance, or pollutant or contaminant

Sampling conducted by EPA has documented the presence of total chromium in surface soils up to 86,000 mg/kg.

5. NPL status

The site is not currently on the National Priorities List, and has not received a Hazardous Ranking System rating. The Wells G&H Superfund Site abuts the Site to the east. Removal activities are being coordinated with the Wells G&H case team.

B. Other Actions to Date

1. Previous actions

In 1996, approximately 3,400 tons of arsenic- and chromium-contaminated soils were excavated and shipped off-site for disposal under the Massachusetts 21E program. This work was conducted by the Wedel Corporation, the owner of the Site during the period when it was being redeveloped.

2. Current actions

No cleanup activities are ongoing at the Site. Organix has hired a contractor and is currently preparing to conduct removal activities during this construction season.

C. State and Local Authorities' Roles

1. State and local actions to date

MassDEP has coordinated closely with EPA throughout the site investigation, removal planning, and enforcement process. MassDEP is the lead agency with regard to defining the complete extent of contamination and conducting appropriate long-term site cleanup activities, On March 28, 2006, MassDEP issued a "Notice of Responsibility" to Organix requiring it to initiate these 21E activities. By virtue of MassDEP taking on this active role, EPA is able to focus its involvement to the limited removal activities discussed herein.

2. Potential for continued State/local response

MassDEP has indicated that 21E-related investigation and cleanup activities will continue as needed after the completion of the time critical removal action.

The availability of other appropriate Federal or State response mechanisms to respond to the release; [§300.415(b)(2)(vii)];

MassDEP is the lead agency for the long term site characterization and cleanup activities as required under the Massachusetts Contingency Plan 21E program. However, neither state nor local authorities have the resources to conduct the immediate removal activities discussed herein. Organix has indicated it is willing to conduct these removal activities under an AOC with EPA.

Threats to the Environment

Actual or potential contamination of drinking water supplies or sensitive ecosystems; [§300.415(b)(2)(ii)];

Surface water from the Site flows toward the Aberjona River and its associated wetland habitats on the Wells G&H Superfund Site, which abuts the Site to the east. If chromium contamination from the Site were to migrate down stream, it could adversely impact these wetland areas.

IV. ENDANGERMENT DETERMINATION

Actual or threatened releases of hazardous substances from this Site, if not addressed by implementing the response action selected in this Action Memorandum, may present an imminent and substantial endangerment to public health, or welfare, or the environment.[2]

V. PROPOSED ACTIONS AND ESTIMATED COSTS

A. Proposed Actions

1. Proposed action description

This removal is expected to proceed as a PRP-lead action, as Organix has indicated in writing its willingness to conduct the work. Organix has already hired a cleanup contractor and developed a work plan and is in the process of negotiating an AOC with EPA. The proposed actions will protect public health, welfare and the environment by preventing direct contact with the chromium-contaminated soils and preventing them from migrating downstream. Removal activities may include a site walk with the cleanup contractor, sampling and analysis as needed to determine the species of chromium present (i.e trivalent

[2] In accordance with OSWER Directive 9360.0-34, an endangerment determination is made based on relevant action level or clean-up standards promulgated by the federal government or the applicable state.

264.173 : Management of containers
264.174 : Inspections
264.175 : Containment
264.176 : Special requirements for ignitable or reactive waste
264.177 : Special requirements for incompatible wastes

40 CFR Part 264 Hazardous Waste Regulations - RCRA Subtitle C:
268-270 : Hazardous and Solid Waste Amendments Land Disposal Restrictions Rule

40 CFR Part 300.440 Procedures for Planning and Implementing Off-Site Response Actions (Off-Site Rule)

49 CFR Parts 171-179 : Department of Transportation Regulations for Transport of Hazardous Materials

State ARARs:

The OSC will coordinate with State officials to identify additional State ARARs, if any. In accordance with the National Contingency Plan and EPA Guidance Documents, the OSC will determine the applicability and practicability of complying with each ARAR which is identified in a timely manner.

6. Project schedule

The total project duration is estimated at less than nine months, weather permitting.

B. Estimated Costs

COST CATEGORY		CEILING
REGIONAL REMOVAL ALLOWANCE COSTS		
ERRS[3] Contractor		$100,000.00
Interagency Agreement		$0,000.00
OTHER EXTRAMURAL COSTS NOT FUNDED FROM THE REGIONAL ALLOWANCE		
START[4] Contractor		$30,000.00
Extramural Subtotal		$130,000.00
Extramural Contingency	10%	$13,000.00
TOTAL, REMOVAL ACTION CEILING		**$143,000.00**

As this removal action proceeds as a Potentially Responsible Party (PRP) lead cleanup, EPA's expenditures will be limited only to START contractor and intramural costs. In the event the PRP fails to perform the cleanup, EPA is prepared to deploy the ERRS contractor for cleanup operations.

[3] Emergency Rapid Response Services

[4] Superfund Technical Assessment and Response Team

Actual or potential contamination of drinking water supplies or sensitive ecosystems [§300.415(b)(2)(ii)];

High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; [§300.415(b)(2)(iv)];

Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released;[§300.415(b)(2)(v)];

The availability of other appropriate Federal or State response mechanisms to respond to the release; [§300.415(b)(2)(vii)].

I recommend that you approve the proposed removal action. The total removal action project ceiling if approved will be $143,000. Of this total, no more than $113,000 comes from the Regional removal allowance.

APPROVAL: _____ DATE: 6-20-06

DISAPPROVAL: _____ DATE: _____

APPENDIX B

SITE MAP

John J Riley Superfund Site

Woburn, Massachusetts

Pursuant to the

ADMINISTRATIVE SETTLEMENT AGREEMENT AND
ORDER ON CONSENT FOR REMOVAL ACTION

CERCLA Docket No. 01-2006-0096

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John J. Riley Site
Organix, LLC Property

UNITED STATES • ENVIRONMENTAL PROTECTION AGENCY •

This map created by the EPA New England GIS Center on 14-Dec-2005, updated 15-Feb-2006
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APPENDIX C

STATEMENT OF WORK

John J Riley Superfund Site

Woburn, Massachusetts

Pursuant to the

ADMINISTRATIVE SETTLEMENT AGREEMENT AND
ORDER ON CONSENT FOR REMOVAL ACTION

CERCLA Docket No. 01-2006-0096

Revised Scope of Work Deliverable
Organix LLC (Former John J. Riley Site)
240 Salem Street
Woburn, Massachusetts

Submitted to:
United States Environmental Protection Agency

June 12, 2006

ENGINEERS • SCIENTISTS • PLANNERS

RIZZO
ASSOCIATES
A TETRA TECH COMPANY

One Grant Street
Framingham, MA 01701-9005
(508) 903-2000
(508) 903-2001 *fax*
www.rizzo.com

June 12, 2006

Mr. Frank Gardner
United States Environmental Protection Agency
Emergency Response and Removal Section II
1 Congress Street, Suite 1100, Mail Code HBR

Re: Revised Scope of Work Deliverable
Organix LLC (Former John J. Riley Site)
240 Salem Street
Woburn, Massachusetts

Dear Mr. Gardner:

The attached Revised Scope of Work Deliverable (Deliverable) presents the components of the generic scope of work presented in EPA's letter to Organix dated March 29, 2006. This Revised Deliverable addresses comments that were received by email on June 9, 2006 following EPA's review of the original Deliverable dated April 25, 2006 (Appendix B). This Deliverable presents the following components of the Scope of Work: Site Security, Notification of Contractor Selection, Site Specific Health and Safety Plan (HASP), Quality Assurance Plan (QAP), Site Assessment Plan (SAP), and Site Assessment Report and Cleanup Plan (SAR/CR). This Deliverable specifically addresses an area of exposed impacted soil/contaminated media located along the bank of a stormwater drainage swale on the Organix property and has been presented with a level of detail commensurate with the complexity of the Site and proposed removal action.

Please contact us if you have any question or comments regarding this Deliverable.

Very truly yours,

Ronald E. Myrick, Jr., P.E, L.S.P.
Project Manager

for Robert J. Ankstitus, P.E., L.S.P.
Senior Project Manager

CC: Mr. John Doherty, Organix, Inc.

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1.0 Background

The property identified as Organix LLC (Organix) at 240 Salem Street in Woburn, Massachusetts is located on a portion of the former Riley Company tannery property that was subdivided, purchased, and developed on or about 1998 and is identified as Lot 7. According to the United States Environmental Protection Agencies' (EPA) Removal Program Preliminary Assessment/Site Investigation Report for the John J Riley Site dated August 11, 2005, "possible tannery-related waste and high levels of chromium in surface soils have been identified in this particular area." The referred to "particular area" (the Site) is an eroded section of a drainage swale bank with exposed impacted soil/contaminated media. The EPA report states that "chromium was detected at concentrations up to 86,000 mg/kg in the drainage swale bank." A subsequent EPA Site Investigation Closure Memorandum dated March 15, 2006 also states that "a Removal Action **is** appropriate at this time" and the "removal action will be limited in scope to addressing the direct contact threat and threat of migration posed by this area of exposed waste material." Copies of EPA reports and letters are in Appendix B.

On March 28, 2006, Ronald Myrick and Robert Ankstitus of Rizzo Associates conducted a preliminary site inspection and observed the exposed impacted soil/contaminated media along an eroded portion of the drainage swale that transects the Organix property. The exposed impacted soil/contaminated media along the eroded portion of the drainage swale appeared to be a 2 to 3 foot thick veneer along approximately 35 feet of drainage swale bank. The thickness of the impacted soils upon the adjacent hillside was not determined.

As discussed above, the EPA-required removal action includes addressing direct contact and threat of migration issues posed by the area of exposed waste material. The EPA Scope of Work (SOW) will be implemented in conjunction with a Release Abatement Measure (RAM) under the Massachusetts Contingency Plan (MCP). The proposed removal action associated with the EPA SOW will generally consist of a limited removal of accessible/exposed contaminated soils and stabilization of the adjacent hillside slope along the drainage swale bank that is susceptible to possible further erosion and migration of contaminants in the event of a large rainfall event. Upon completion of the EPA SOW and approval of the Completion of Work Report (CWR), additional response actions and/or requirements will likely be implemented under the MCP.

2.0 Site Security

Access to the Site is generally restricted by a chain-link fence with posted "No Trespassing" signs, which limits transient movement (short cutting, etc.) through the Site area. Currently, the Site area is only accessible by foot from the southern side which requires passing adjacent to the Organix building.

Temporary fencing (4 foot hazard fencing or equivalent) will be installed around the identified impacted soil/contaminated media area following limited excavation, stabilization of exposed impacted soil/contaminated media, and additional assessment activities.

3.0 Notification of Contractor Selection

The SOW will be implemented by Rizzo Associates of Framingham, Massachusetts. Subcontractor selection has not been finalized.

4.0 Site-Specific Health and Safety Plan

A Site-specific Health and Safety Plan is in Appendix C.

5.0 Quality Assurance Plan (QAP)

The Quality Assurance Plan (QAP) presents proposed methods for sampling and laboratory analysis to provide analytical results of known quality. Based on available subsurface investigation data collected to date, the primary contaminant of concern (COC) is chromium in soil. Lead and arsenic have also been considered possible COCs since they have historically been detected at elevated concentrations in the Site area. Following impacted soil/contaminated media removal and slope stabilization activities (per Section 7.0), soil sampling will be conducted to assist in evaluating the likely extent of impacted soil/contaminated media and to evaluate Site conditions to support preparation of a risk characterization and/or evaluation of feasible response actions at the Site.

The quality assurance objectives of the QAP include considerations for precision, accuracy, completeness, and comparability. To assess precision and accuracy, field duplicate soil samples will be submitted for laboratory analysis, and, to assess completeness and comparability, Rizzo Associates' Standard Operating Protocols will be used (Appendix D).

Field duplicates will be submitted at frequency of approximately one sample for every ten field samples, per matrix. For soil sampling, field duplicates will be collected by homogenously mixing the soil and collecting two representative and equal aliquots of soil for placement into two clean laboratory-supplied jars. Field duplicates will provide precision data relative to homogeneity and distribution of the contaminants.

All collected soil samples will be placed in appropriate laboratory-supplied sampling jars; stored within a cooler containing ice; and transferred using chain-of custody procedures to a Massachusetts-certified laboratory for applicable analysis within permissible holding times.

6.0 Site Assessment Plan (SAP) and Site Assessment

Results of site assessment activities conducted to date are presented in EPA's *Expanded Trip Report for John J Riley, Woburn, Massachusetts* dated September 21, 2004 and EPA's *Removal Program Preliminary Assessment/Site Investigation Report for the John J Riley Site, Woburn, Massachusetts* dated August 11, 2005 (Appendix B). A Site reconnaissance was conducted by Rizzo Associates personnel on March 28, 2006 and April 10, 2006. No additional site assessment activities are planned prior to conducting the required removal action. Additional assessment activities will be conducted coincident or following the removal action to assist in evaluating the likely extent of impacted soil/contaminated media and the approximate volume of remaining

impacted soil/contaminated media. Data collected during site assessment activities may also be used to support preparation of a risk evaluation and/or to evaluate additional remedial alternatives. A description of proposed additional assessment activities to be conducted during the removal action is presented in the Site Assessment Report and Cleanup Plan (Section 7.0). A summary of the results of additional assessment activities will be presented in the Completion of Work Report.

7.0 Site Assessment Report and Cleanup Plan (SAR/CP)

As discussed above, the Site Assessment Summary is based upon site assessment activities conducted under the direction of EPA in 2004 and 2005 and documented in reports contained within Appendix B. The Proposed Cleanup Plan is based on the requirements outlined in EPA's March 29, 2006 letter to Organix. In addition, we propose to conduct additional assessment activities to evaluate the overall extent of the impacted soil/contaminated media in the Site area.

7.1 Site Assessment Summary

In general, EPA assessment activities identified elevated concentrations of chromium is soil and waste material along an eroded drainage swale and adjacent hillside. Table 1 presents available detected concentrations of target contaminants (chromium, arsenic, lead) in soil samples collected from the immediate Site area (swale and adjacent hillside) during EPA investigations. The approximate sample locations are presented on Figure 2. The existing available data and Site reconnaissance by Rizzo Associates personnel were sufficient for preparing the proposed Cleanup Plan for the required removal action. Additional proposed assessment activities to be conducted following the removal action are presented in Section 7.2.5.

7.2 Proposed Cleanup Plan

The required removal action was presented in EPA's letter *Notice of Potential Liability and Invitation to Perform or Finance Proposed Cleanup Activities* dated March 29, 2006 as follows:

- Eliminating the potential for direct contact with the contaminated soils/waste material and eliminating the threat of downstream migration through a combination of excavation and/or covering and securing the material in place;
- Sampling and monitoring as needed to conduct the above activities;
- Off-site disposal of cleanup-generated wastes at EPA-approved disposal facilities; and,
- Repairing response-related damage to affected areas of the Site.

The required time-table for completing the removal action was six to eight months.

Below is our proposed approach for achieving the required removal action:

7.2.1 Preliminary Soil Sampling

Prior to excavation activities, a composite soil sample consisting of approximately 10 grab soil samples from random locations and depths (up to 3 feet below the ground surface) within the Site area will be collected. The composite soil sample will be uniformly mixed and submitted for analysis of hexavalent chromium and total chromium (historical sampling has reportedly detected only trivalent chromium) as well as for typical soil disposal parameters including RCRA8 metals, TCLP RCRA8 metals, volatile organic compounds, semi-volatile organic compounds, polychlorinated biphenyls, ignitability, reactivity (sulfide/cyanide), pH, and total petroleum hydrocarbons. If applicable, the Health and Safety Plan will be revised to reflect the composite sample data.

7.2.2 Site Preparation and Clearing

Trees and vegetation within the Site area will be cut at the ground level and cleared. Cleared trees/vegetation will be placed upon the adjacent hillside and on the old paved driveway that extends down the hill past the Site area. The trees/vegetation will likely be chipped and spread upon the hillside or otherwise properly disposed at a later date.

7.2.3 Excavation of Impacted Soil/Contaminated Media

Proposed excavation will include approximately 20 to 30 cubic yards of impacted soils/ contaminated media that have been exposed as a result of erosion along approximately 35 feet of the bank of a stormwater drainage swale that transects the Organix property. The drainage swale bank is currently approximately vertical, and impacted soil/contaminated media are susceptible to erosion and migration resulting from a large precipitation event. The purpose of excavation activities is remove and dispose of exposed impacted soil/contaminated media along the eroded drainage swale bank and provide a suitable slope, relative to the adjacent hillside, that may be temporarily stabilized.

Impacted soil/contaminated media along approximately 35 feet of stormwater drainage swale bank will be excavated/scraped to reduce the slope and toe angle, as generally depicted on Figure 3. It is anticipated that a thickness of up to 3 feet will be excavated/scraped from the drainage swale bank. Excavated impacted soil/contaminated medial will be either directly loaded into a lined roll-off container or temporary stockpiled on polyethylene sheeting on the paved surface located adjacent to the Site area and then transferred to a lined roll-off container. Upon completion of excavation/scraping of the drainage swale bank and adjacent hillside, the bottom of the drainage swale will be excavated to remove any impacted soil/contaminated media that may have fallen into the drainage swale during excavation/scraping. Excavation of the drainage swale will include approximately 6-inches of existing rock and sediment material along the approximately 35 foot section of drainage swale. Confirmatory samples from the drainage swale bottom, drainage swale banks, and adjacent hillside in the Site area will be collected for laboratory analysis as part of the additional assessment activities described in Section 7.2.5.

Following final characterization and receiving facility approval, the excavated soils will be transported under a Hazardous Waste Manifest or MCP Bill of Lading to the proper licensed facility.

7.2.4 Bank Stabilization

Temporary stabilization of the exposed bank will be conducted by installing geotextile fabric over and staked hay bales around the top and sides of exposed area footprint. Haybales will be placed and staked upon a benched surface of the hillside on the upper side of the excavation. To limit erosion of the drainage swale bank, 3-6 inch stone rip-rap will be placed from the toe to approximately 5 feet up of the stabilized slope along the excavated area. Temporary fence (hazard fence or equivalent) will be installed around the stabilized slope to limit access. Figure 3 depicts the proposed bank stabilization approach.

7.2.5 Additional Assessment Activities

It is anticipated that up to 30 soil samples will be collected following the required impacted soil/contaminated media removal and slope stabilization. Soil borings and test pits will be advanced within the Site area to assess the horizontal and vertical extent of contamination within the drainage swale, adjacent bank and adjacent hillside following excavation of impacted soil/contaminated media. Soil samples will be collected from the surface (top 6 inches) to a maximum 5 feet below the ground surface, or encountered refusal, at locations represented by a general horizontal grid pattern using 10 foot grid spacing (grid spacing may be adjusted based on field observations). Soil samples will be collected using a hand auger, manual GeoProbe, and/or from excavator test pits, and soil sampling intervals will be determined in the field based on encountered soil conditions.

Based on previous site investigations and inspections, the impacted soil/contaminated media appears to be visually distinguishable from the non-impacted native soils in the Site area. In general, it is anticipated that two soil samples will be collected, prepared, and submitted for each sample location. The first soil sample will represent the impacted soil/contaminated media and will be a composite soil sample for the interval located above the assumed non-impacted native deposits. The second soil sample will be a grab sample from an approximately 6-inch interval of underlying assumed non-impacted native soils beneath the impacted soils. The sample locations and collection methods may be adjusted in the field based on access considerations, utility locations, and field observations. Each of the soil samples will be analyzed for total chromium, total arsenic and total lead. Additional analysis of the collected soil samples may be conducted pending the results of the disposal characterization sample (collected from the roll-off container) associated with the removal action.

7.2.6 Option for Complete Removal of Impacted Soil/Contaminated Media

Based on the results of the additional assessment activities in the Site area, it may be determined that the extent of contamination is limited such that it would be appropriate to excavate the remaining identified impacted soil/contaminated media for off-site disposal under this SOW. The decision to proceed with complete removal of impacted soil/contaminated medial at the Site will be made following the additional assessment activities, and EPA will be contacted for approval to proceed if such conditions are encountered.

7.2.7 Approval and Implementation Schedule

Upon approval of this Cleanup Plan, we will prepare and submit a Release Abatement Measure (RAM) Plan to the Massachusetts Department of Environmental Protection (DEP) for implementing the described removal action under the MCP. It is anticipated that implementation will commence within one month following EPA approval, pending subcontractor scheduling. Below is a summary of the proposed implementation schedule:

- EPA approval of Deliverable
- Week 1 – Preliminary soil sampling (Section 7.2.1)
- Week 2 – Complete and submit MCP RAM Plan to the Massachusetts DEP
- Week 2, 3, 4, and/or 5 – Site preparation and clearing (Section 7.2.2); implementation of Removal Action (7.2.3 and 7.2.4); additional assessment activities (7.2.5)
- Week 3, 4, 5, or 6 – Waste disposal
- By week 10 - Completion of Work Report (Section 8.0) submitted to EPA

8.0 Completion of Work Report

Upon completion of the removal action and additional assessment activities, a Completion of Work Report will be prepared. The Completion of Work Report will summarize the removal action and include applicable disposal documentation (Hazardous Waste Manifest or MCP Bill of Lading). In addition, the Completion of Work Report will present the results of the additional assessment activities including the identified extent of impacted soil/contaminated media. The Completion of Work Report will also present feasible additional remedial actions within the Site area, if applicable, which will likely include an evaluation of the following approaches:

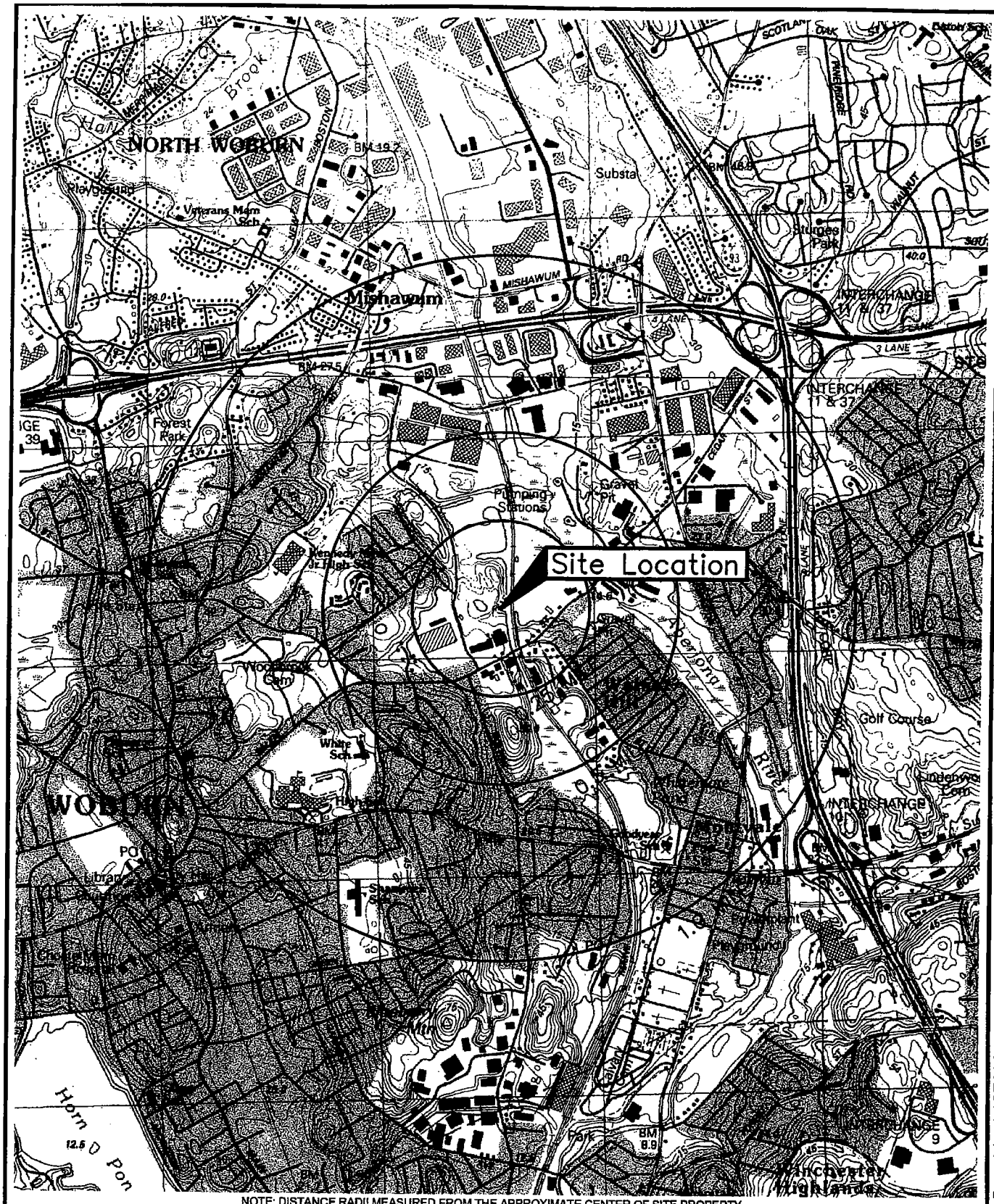
- Extension or modification of existing stormwater conveyance structures to reduce the likelihood of erosion in the Site area;
- Containment of residual impacted soil/contaminated media upon the hillside using an engineered barrier (cap or cover);
- Excavation and disposal of all identified impacted soil/contaminated media from the Site area.

It is anticipated that additional assessment and/or remedial response actions, including assessment of other areas of the Organix property and/or remedial actions within the Site area, will be conducted under the MCP. Copies of subsequent MCP submittals may be forwarded to EPA, if desired.

Table 1 **Detected Concentrations of Target Contaminants (Ar, Cr, Pb) in Soil**

Location:	**Organix-Woburn**	**Organix-Woburn**	**Organix-Woburn**	**Organix-Woburn**	**Organix-Woburn**	
Sample Name:	**jjr-050811-01**	**jjr-050811-03**	**SO-01**	**SO-02**	**SO-03**	**MCP**
Laboratory:	**US EPA**	**US EPA**	**Severn Trent**	**Severn Trent**	**Severn Trent**	**RCS-2**
Laboratory I.D.:	**NA**	**NA**	**NA**	**NA**	**NA**	**Standard**
Sample Date:	**8/11/2005**	**8/11/2005**	**6/22/2004**	**6/22/2004**	**6/22/2004**	**mg/kg**
Arsenic, Total	<420	<390	<1.8	<1.0	<1.4	20
Chromium (total)[1]	86,000	3,800	310	286	49,000	200
Chromium (III)[1]	na	na	na	na	na	3,000
Lead, Total	530	2,500	151	10.4	637	300

1 - Available analytical is reported as "total chromium"; however only chromium (III) has reportedly been detected in the Site area



NOTE: DISTANCE RADII MEASURED FROM THE APPROXIMATE CENTER OF SITE PROPERTY.

Project No. #12700673

0 2,000 Feet

Former John J. Riley Site
240 Salem Street
Woburn, MA

RIZZO ASSOCIATES
A TETRA TECH COMPANY

Information obtained from
USGS Map of Boston North & Lexinton Massachusetts
Quadrangle dated 1985
USGS Map of Reading & Wilmington, Massachusetts
Quadrangle dated 1987

Site Locus Plan

Figure 1

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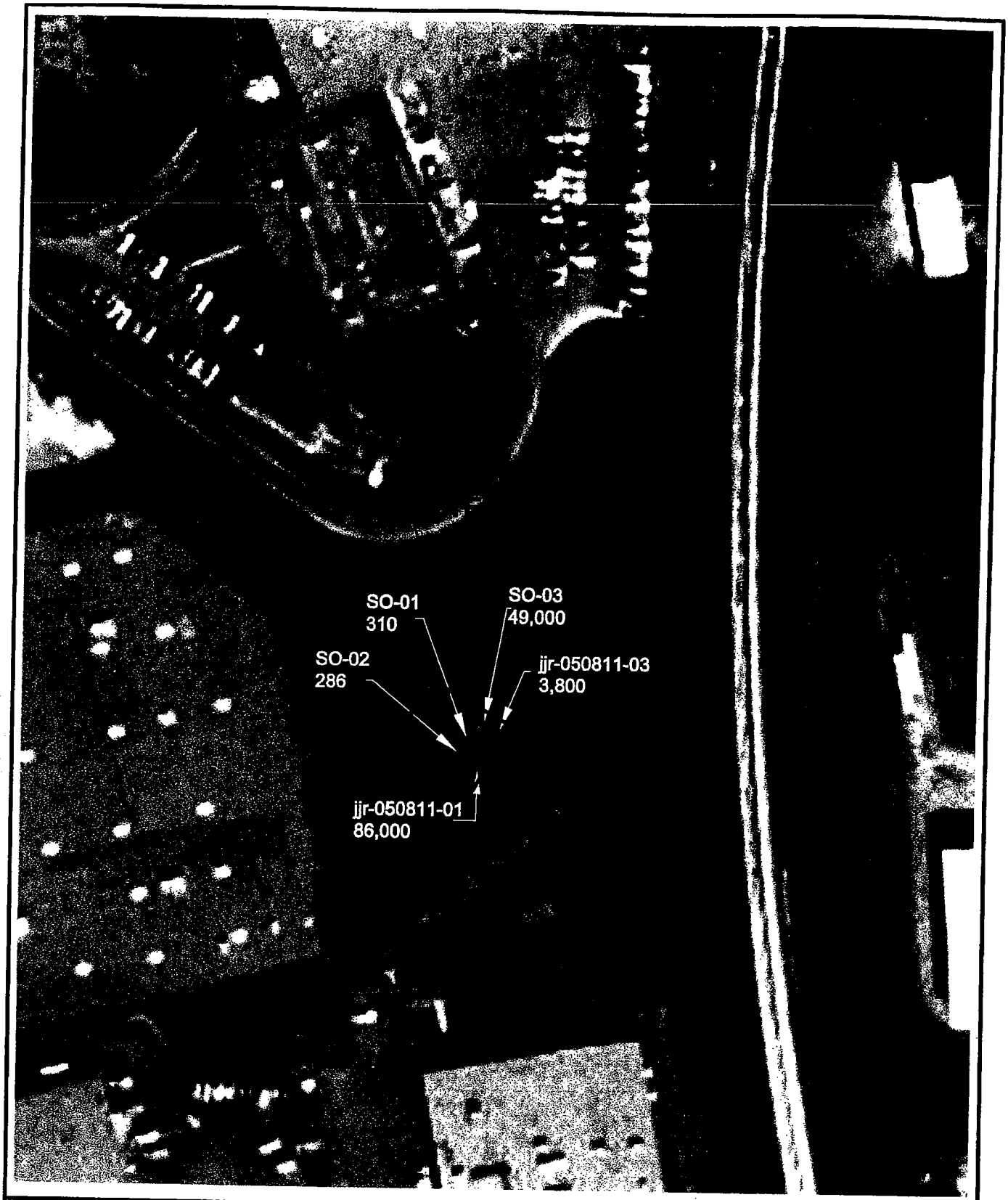


12700673

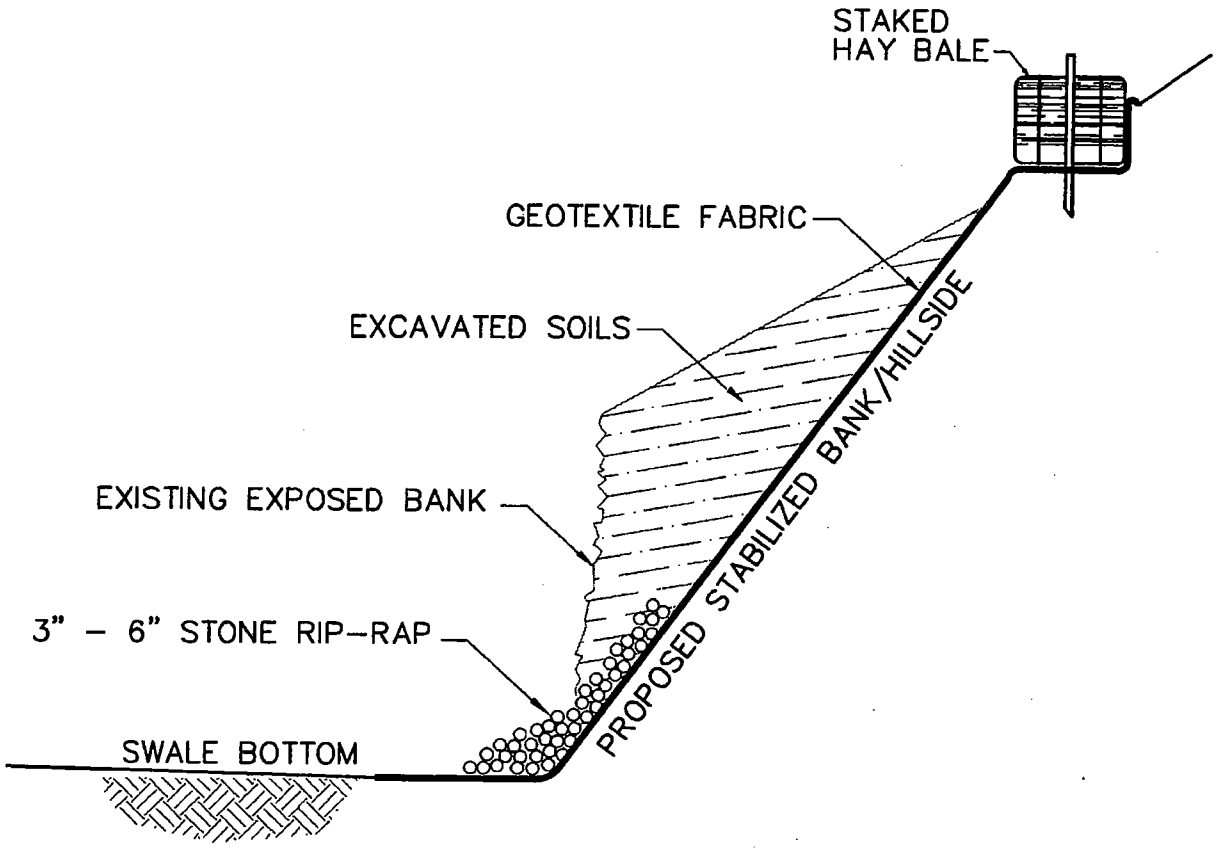
0 100 Feet

RIZZO ASSOCIATES
A TETRA TECH COMPANY

Former John J. Riley Site
240 Salem Street
Woburn, MA

Site Plan with Sediment/Soil Sampling Locations

Figure 2



12700673G-EDT01

Not to Scale

RIZZO
ASSOCIATES
A TETRA TECH COMPANY

Former John J. Riley Site
240 Salem Street
Woburn, MA

Cross-Section of Proposed Cut and Stabilization of Eroded Bank

Figure 3

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Appendix A: Limitations

1. The observations described in this report were made under the conditions stated therein. The conclusions presented in the report were based solely upon the services described therein, and not on scientific tasks or procedures beyond the scope of described services or the time and budgetary constraints imposed by Client. The work described in this report was carried out in accordance with the Terms and Conditions in our contract.

2. In preparing this report, Rizzo Associates has relied on certain information provided by state and local officials and other parties referenced therein, and on information contained in the files of state and/or local agencies available to Rizzo Associates at the time of the site assessment. Although there may have been some degree of overlap in the information provided by these various sources, Rizzo Associates did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this site assessment.

3. Observations were made of the Site and of structures on the Site as indicated within the report. Where access to portions of the Site or to structures on the Site was unavailable or limited, Rizzo Associates renders no opinion as to the presence of hazardous materials or oil, or to the presence of indirect evidence relating to hazardous material or oil, in that portion of the Site or structure. In addition, Rizzo Associates renders no opinion as to the presence of hazardous material or oil, or the presence of indirect evidence relating to hazardous material or oil, where direct observation of the interior walls, floor, or ceiling of a structure on a Site was obstructed by objects or coverings on or over these surfaces.

4. Rizzo Associates did not perform testing or analyses to determine the presence or concentration of asbestos at the Site or in the environment at the Site.

5. It is ENGINEER's understanding that the purpose of this report is to assess the physical characteristics of the subject Site with respect to the presence on the Site of hazardous material or oil. This stated purpose has been a significant factor in determining the scope and level of services provided for in the Agreement. Should the purpose for which the Report is to be used or the proposed use of the site(s) change, this Report is no longer valid and use of this Report by CLIENT or others without ENGINEER's review and written authorization shall be at the user's sole risk. Should ENGINEER be required to review the Report after its date of submission, ENGINEER shall be entitled to additional compensation at then existing rates or such other terms as agreed between ENGINEER and the CLIENT.

6. The conclusions and recommendations contained in this report are based in part, where noted, upon the data obtained from a limited number of soil samples obtained from widely spaced subsurface explorations. The nature and extent of variations between these explorations may not become evident until further exploration. If variations or other latent conditions then appear evident, it will be necessary to reevaluate the conclusions and recommendations of this report.

7. Any water level readings made in test pits, borings, and/or observation wells were made at the times and under the conditions stated on the report. However, it must be noted that fluctuations in the level of groundwater may occur due to variations in rainfall and other factors different from those prevailing at the time measurements were made.

8. Except as noted within the text of the report, no quantitative laboratory testing was performed as part of the site assessment. Where such analyses have been conducted by an outside laboratory, Rizzo Associates has relied upon the data provided and has not conducted an independent evaluation of the reliability of these data.

9. The conclusions and recommendations contained in this report are based in part, where noted, upon various types of chemical data and are contingent upon their validity. These data have been reviewed and interpretations made in the report. As indicated within the report, some of these data may be preliminary screening level data and should be confirmed with quantitative analyses if more specific information is necessary. Moreover, it should be noted that variations in the types and concentrations of contaminants and variations in their flow paths may occur due to seasonal water table fluctuations, past disposal practices, the passage of time, and other factors. Should additional chemical data become available in the future, these data should be reviewed, and the conclusions and recommendations presented herein modified accordingly.

10. Chemical analyses have been performed for specific constituents during the course of this site assessment, as described in the text. However, it should be noted that additional chemical constituents not searched for during the current study may be present in soil and/or groundwater at the Site.

11. This Report was prepared for the exclusive use of the CLIENT. No other party is entitled to rely on the conclusions, observations, specifications, or data contained therein without the express written consent of ENGINEER.

12. The observations and conclusions described in this Report are based solely on the Scope of Services provided pursuant to the Agreement. ENGINEER has not performed any additional observations, investigations, studies, or testing not specifically stated therein. ENGINEER shall not be liable for the existence of any condition, the discovery of which required the performance of services not authorized under the Agreement.

13. The passage of time may result in significant changes in technology, economic conditions, or site variations that would render the Report inaccurate. Accordingly, neither the CLIENT, nor any other party, shall rely on the information or conclusions contained in this Report after six months from its date of submission without the express written consent of ENGINEER. Reliance on the Report after such period of time shall be at the user's sole risk. Should ENGINEER be required to review the Report after six months from its date of submission, ENGINEER shall be entitled to additional compensation at then existing rates or such other terms as may be agreed upon between ENGINEER and the CLIENT.

14. ENGINEER has endeavored to perform its services based upon engineering practices accepted at the time they were performed. ENGINEER makes no other representations, express or implied, regarding the information, data, analysis, calculations, and conclusions contained herein.

15. The services provided by ENGINEER do not include legal advice. Legal counsel should be consulted regarding interpretation of applicable and relevant federal, state, and local statutes and regulations and other legal matters.

Standard Operating Protocol for Soil Sampling with a Spade and Scoop

Discussion

The simplest, most direct method of collecting soil samples is with a spade and scoop. Remove the top cover of soil to the required depth with a lawn or garden spade and then use a smaller stainless steel scoop to collect the sample.

Uses

This method can be used in most soil types but is limited to sampling near the surface. Samples from depths greater than 50 cm are extremely labor intensive in most soil types. Very accurate, representative samples can be collected with this procedure. Use a flat, pointed mason trowel to cut a block of the desired soil when undisturbed profiles are required. A stainless steel scoop or lab spoon can be used in most other applications. Avoid the use of devices plated with chrome or other materials that may contaminate samples for laboratory analysis.

Procedures for Use

1. Prior to initiating any work, the Field Technician and the Project Manager will review the Health and Safety Plan developed for the specific site activities. The indicated measures of the Plan should be enacted prior to initiation of the sampling activities. Concerns not addressed in the Health and Safety Plan document are to be brought immediately to the attention of the Health and Safety Officer.

2. Carefully remove the top layer of soil to the desired sample depth with a shovel or spade.

3. Use a stainless steel scoop or trowel to remove and discard the layer of soil that was in contact with the shovel.

4. Collect the sample and transfer it to an appropriate sample bottle with a stainless steel spoon or equivalent.

5. Check that a teflon liner is present in the cap, if required. Secure the cap tightly.

6. Label the sample jar and document the sample location, depth and field conditions in the field log. Complete the chain-of-custody. Store samples for laboratory analysis in a cooler.

7. Decontaminate equipment after use and between sample locations according to the Standard Operating Protocol for Decontaminating Sampling Equipment.

Adapted from

Characterization of Hazardous Waste Sites — A Methods Manual: Volume II Available Sampling Methods, Second Edition, EPA-600/14-84-076, December 1984.

Standard Operating Protocol for Test Pit Excavation and Sampling

Purpose

Test pit and trenches are excavated with backhoe equipment to provide detailed visual examination of near surface soil, groundwater, and bedrock conditions. The advantages of test pits over soil borings are as follows:

- The near surface stratigraphy is exposed, making sample collection and recovery easier in addition to the logging of soils, water levels, and bedrock surface.
- Information is provided on the lateral and vertical extent of subsurface features.

Site-specific safety issues (i.e., test pit stability, contamination potential, and impacts to groundwater) should be considered when designing a test pit program.

- Installation of monitoring wells in test pits is not recommended.
- Samples for volatile organic compounds should not be collected from test pit excavations.

Procedures

- Contact DIG SAFE at (800) DIG-SAFE prior to any subsurface investigation. In addition, contact local utilities that may have underground services on or near the Site.
- Mark the location of potential test pits to the nearest foot.
- At the direction of the geologist on-site, the backhoe operator will excavate the test pit in increments.
- At each increment, the geologist will inspect the test pit and decide whether to collect samples.
- Test pit excavations will cease if any of the following occurs:

  - Distinct changes in stratigraphy or materials
  - Odors
  - Groundwater or fluid phase contaminants
  - Drums or other potential waste containers
  - Utilities not previously identified

  Excavation will resume only at the direction of the geologist on Site.

Unless otherwise specified and the site-specific Health and Safety Plan discusses appropriate procedures, no personnel will enter the test pit. In addition, all test pits will be backfilled on the

day of excavation. In most cases, excavation materials will be used to fill the test pit. In the event that highly contaminated material is excavated and it is expected that it will be more cost-effective to remove the soil from the site rather than use it as backfill, excavated soils will be stockpiled on polypropylene and the excavation will be filled with clean soil.

Field Log Information

- At a minimum, field logs for test pit excavation will include the following documentation:
- Plan and profile sketches of the test pit showing materials encountered, the depth of materials, and sample locations
- Sketch of the test pit and distance and direction from permanent, identifiable location marks
- A description of the material removed from the excavation
- A record of samples collected
- The presence or absence of water in the test pit and the depth encountered
- The presence or absence of bedrock in the test pit and the depth encountered
- Other readings, or measurements taken during excavation, including field screening reading